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ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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SUITE 200  
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

OF COUNSEL  
URBAN A. LESTER

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RECORDATION NO. 17892-N  
FILED 1423

AUG 31 1995 - 4 10 PM

INTERSTATE COMMERCE COMMISSION

August 31, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are 2 copies of a Memorandum of Master Purchase and Assignment Agreement, dated as of August 31, 1995, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Memorandum of Master Equipment Lease Agreement with Lease Schedules No. 805, 806, 808, 810, 812 and 813 attached, duly filed with the Commission under Recordation Numbers 17892-C, D, F, H, J and K, respectively.

The names and addresses of the parties to the enclosed document are:

Assignor: Pitney Bowes Credit Corporation  
201 Merritt Seven  
Norwalk, Connecticut 06856

Assignees: Wilmington Trust Company, Owner Trustee  
Rodney Square North  
Wilmington, Delaware 19890

KeyCorp Leasing, Ltd.  
54 State Street  
Albany, New York 12207

LICENSING BRANCH

AUG 31 4 08 PM '95

RECEIVED  
OFFICE OF THE  
SECRETARY

*Handwritten notes:*  
- *Q. Williams*  
- *Counters -*

Mr. Vernon A. Williams  
August 31, 1995  
Page 2

A description of the railroad equipment covered by the enclosed document is:

Two hundred fifty (250) hopper cars CAGX 95000 through CAGX 95249, inclusive.

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', written over the closing 'yours,'.

Robert W. Alvord

RWA/bg  
Enclosures



Interstate Commerce Commission  
Washington, D.C. 20423-0001

8/31/95

Office Of The Secretary

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth St., NW., Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/31/95 at 4:10PM , and assigned recordation number(s). 17892-N.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100757074)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

RECORDATION NO. 17892-N FILED 1428

AUG 31 1995 -4 10 PM

INTERSTATE COMMERCE COMMISSION

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MEMORANDUM OF MASTER PURCHASE AND ASSIGNMENT AGREEMENT

dated as of August 31, 1995

between

PITNEY BOWES CREDIT CORPORATION,

as Assignor,

and

WILMINGTON TRUST COMPANY,  
not in its individual capacity  
except as otherwise expressly provided herein,  
but solely as Owner Trustee,

as Assignee,

and

KEYCORP LEASING LTD.

---

FILED WITH THE INTERSTATE COMMERCE COMMISSION  
PURSUANT TO 49 U.S.C. § 11303  
on August \_\_, 1995 at \_\_\_\_\_.

## **MEMORANDUM OF MASTER PURCHASE AND ASSIGNMENT AGREEMENT**

THIS MEMORANDUM OF MASTER PURCHASE AND ASSIGNMENT AGREEMENT is dated as of August \_\_, 1995 by and among PITNEY BOWES CREDIT CORPORATION, a Delaware corporation ("Assignor"), KEYCORP LEASING LTD., a Delaware corporation ("KCL") and WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee under a Trust Agreement, dated as of August 1, 1995 between KCL and Owner Trustee ("Assignee"), with reference to the following:

1. Assignor, as lessor, has leased to ConAgra, Inc. ("Lessee")  
(a) seventy (70) Trinity 5125 cubic foot pressure differential hopper cars with reporting marks CAGX 95000 to and including CAGX 95069 under Lease Schedule No. 805 dated December 29, 1994, (b) twenty-two (22) Trinity 5125 cubic foot pressure differential hopper cars with reporting marks CAGX 95070 to and including CAGX 95091 under Lease Schedule No. 806 dated January 30, 1995, (c) fifty (50) Trinity 5125 cubic foot pressure differential hopper cars with reporting marks CAGX 95092 to and including CAGX 95141 under Lease Schedule No. 808 dated February 28, 1995, (d) forty-four (44) Trinity 5125 cubic foot pressure differential hopper cars with reporting marks CAGX 95142 to and including CAGX 95185 under Lease Schedule No. 810 dated March 30, 1995, (e) forty (40) Trinity 5125 cubic foot pressure differential hopper cars with reporting marks CAGX 95186 to and including CAGX 95225 under Lease Schedule No. 812 dated April 28, 1995, and (f) twenty-four (24) Trinity 5125 cubic foot pressure differential hopper cars with reporting marks CAGX 95226 to and including CAGX 95249 under Lease Schedule No. 813 dated May 31, 1995 (collectively, the "Equipment"), in each case, pursuant to Master Equipment Lease Agreement No. 1801174 dated April 24, 1992 (the "Master Lease").
2. Assignor has agreed to (i) sell to Assignee and Assignee has agreed to purchase from Assignor, the Equipment and (ii) assign to Assignee and Assignee has agreed to accept from Assignor Lease Schedule No. 805, Lease Schedule No. 806, Lease Schedule No. 808, Lease Schedule No. 810, Lease Schedule No. 812 and Lease Schedule No. 813 and the Master Lease as it relates to such Lease Schedules and the corresponding railcars which are the subject of such Lease Schedules.

3. This Memorandum of Master Purchase and Assignment Agreement may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Master Purchase and Assignment Agreement to be executed as of the date first above written.

**PITNEY BOWES CREDIT CORPORATION**

By: Michael J. Leyh

Name: MICHAEL J. LEYH  
Title: Vice President  
Credit/Operations

**WILMINGTON TRUST COMPANY, not in its individual capacity, except as otherwise expressly provided herein, but solely as Owner Trustee**

By: \_\_\_\_\_

Name:  
Title

STATE OF CONNECTICUT )  
 )  
COUNTY OF FAIRFIELD )

ss:

On this \_\_\_\_ day of AUGUST, 1995, before me personally appeared, to me personally known, who, by me being duly sworn, says that he is a VICE PRESIDENT of PITNEY BOWES CREDIT CORPORATION, and that the foregoing instrument was signed on such day on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A Clifford  
Notary Public

PATRICIA A. CLIFFORD  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 31, 2000





IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Master Purchase and Assignment Agreement to be executed as of the date first above written.

**PITNEY BOWES CREDIT CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**WILMINGTON TRUST COMPANY, not in its individual capacity, except as otherwise expressly provided herein, but solely as Owner Trustee**

By:  \_\_\_\_\_  
Name: **Donald G. MacKelcan**  
Title: **Senior Financial Services Officer**

STATE OF DELAWARE )  
 )  
COUNTY OF NEW CASTLE )

ss:

On this 27th day of August, 1995, before me personally appeared, to me personally known, who, by me being duly sworn, says that he is a Senior Financial Services Officer of WILMINGTON TRUST COMPANY, and that the foregoing instrument was signed on such day on behalf of said banking corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

Kathleen A. Pedelini  
Notary Public

KATHLEEN A. PEDELINI  
NOTARY PUBLIC  
My Commission expires October 31, 1998

KEYCORP LEASING LTD.

By:

A handwritten signature in black ink, appearing to read 'PAUL A. LARKINS', written over a horizontal line.

Name: Paul A. Larkins

Title: Executive Vice President

STATE OF NEW YORK       )  
                                      )  
COUNTY OF ALBANY       )       SS:

On this 29 day of August, 1995, before me personally appeared, to me personally known, who, by me being duly sworn, says that he is a Exec. Vice President of KEYCORP LEASING LTD., and that the foregoing instrument was signed on such day on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mark P. Maraglio  
Notary Public  
MARK P. MARAGLIO  
Notary Public, State of New York  
No. 4643412  
Qualified in Greene County  
Commission Expires March 30, 1997